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Our File No. 96622 FPG

UNITED FARM FAMILY INSURANCE COMPANY A/S/O BRAD RUDOLPH, Plaintiff V. NICK'S EXCAVATING & PAVING, Defendant	UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF PENNSYLVANIA CIVIL ACTION NO.: COMPLAINT
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United Farm Family Insurance Company a/s/o Brad Rudolph, by its attorneys Methfessel & Werbel, hereby hereby sues defendant, Nick's Excavating & Paving and for its complaints alleges as follows:

PARTIES, JURISDICTION & VENUE

1. Jurisdiction is proper in this Court pursuant to 28 USC § 1332(a)(1).
2. Venue is proper in this Court pursuant to 28 USC § 1391(b).
3. United Farm Family Insurance Company is a New York insurance company with its principal place of business in Glenmont, NY.
4. Defendant Nick's Excavating & Paving is a Pennsylvania company with a principal place of business in Carbondale, PA.

5. Plaintiff is a citizen of the State of New York for the purposes of federal diversity jurisdiction under 28 USC § 1332.

6. Defendant is a citizen of the Commonwealth of Pennsylvania for the purposes of federal diversity jurisdiction under 28 USC § 1332.

7. The amount sought in damages is \$103,369.92.

8. This court has original subject jurisdiction over this action because it was complete diversity of citizenship between plaintiff and defendants and the amount in controversy is in excess of \$75,000.00.

9. Venue is proper in the Middle District of Pennsylvania as that is the loss location.

AS AND FOR A FIRST CAUSE OF ACTION

1. United Farm Family is an insurance company duly authorized to issue insurance policies in the Commonwealth of Pennsylvania.

2. Its insured Brad Rudolph was the owner of a 2000 Kenworth dump truck.

3. On June 19, 2024 the dump truck was at a quarry at 1500 Purdytown Turnpike, Hawley Borough when it was struck by another dump truck and suffered damage.

4. As a result of the damage claim was made to United Farm Family.

5. United Farm Family's total payments were \$103,369.92. That includes a \$500.00 deductible and \$1,000.00 rental payment.

6. By virtue of payments made United Farm Family has become subrogated to the rights of its insured as against defendant.

7. The vehicle which caused the damage was owned by defendant Nick's Excavating.

8. The Nick's Excavating vehicle was being driven by one Brian Edwards within the course and scope of employment.

9. By virtue of Mr. Edwards operating the Nick's Excavating vehicle within the course and scope of employment Nick's Excavating is vicariously liable for any negligence attributed to Mr. Edwards.

10. This incident occurred when Mr. Edwards lost control of the vehicle and rolled back down an incline.

11. In the course of following down the incline Mr. Edwards struck the Rudolph vehicle. It also struck a Mr. Martzen who was pronounced dead at the scene.

12. Mr. Edwards was pronounced dead as a result of this incident.

13. It is alleged that Mr. Edwards suffered a coronary event which caused him to lose control of the vehicle.

14. The facts of this accident create a *prima facie* case of negligence as against Edwards, and vicariously as against Nick's Excavation.

15. Whether Mr. Edwards in fact suffered a medical emergency is an affirmative defense which the defendant will need to prove. It is not plaintiff's burden to overcome whether Mr. Edwards had a sudden emergency.

16. Upon information and belief Edward's medical condition was known or should have been known and either he should not have been driving the truck or more caution should have been taken concerning the circumstances under which he was driving the truck.

AS AND FOR A SECOND CAUSE OF ACTION

17. Plaintiff repeats and reiterates each and every allegation heretofore had herein.

18. As a condition for driving a truck such as the truck in this incident there are certain rules and regulations concerning the health of the driver.

19. Upon information and belief these rules were not followed.

20. Upon information and belief it was not determined that Mr. Edwards was sufficiently healthy to have been driving this truck.

21. Nick's Excavation was negligent in allowing custody of this truck to an individual under the circumstances presented herein.

22. Nick's Excavating was negligent in not adequately supervising the medical health of the individuals to whom it was entrusting its vehicles.

23. Mr. Edwards had medical conditions of which defendant knew or should have been aware which would have required more caution in allowing him to drive the truck which caused the accident.

JURY DEMAND

The plaintiffs, United Farm Family Insurance Company a/s/o Rudolph, hereby demand trial by a jury as to all issues.

WHEREFORE, United Farm Family Insurance Company a/s/o Rudolph demands judgment against the defendant in the amount of \$103,369.92 together with interest, costs and disbursements and such other and further relief as the Court deems just and equitable.

METHFESSEL & WERBEL, ESQS.
Attorneys for United Farm Family
Insurance Company a/s/o Brad Rudolph



By: _____
Fredric Paul Gallin

DATED: June 30, 2025